

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, SEPTEMBER 25, 1869.

CLOSE ON THE FALL of the Albert Assurance Company is announced to follow that of the European Assurance Society. The application to wind up this company was made before Vice-Chancellor James on Wednesday, and the petitions (two in number) stand over to be heard in court this day week, at half-past ten A.M. It is rather significant that, a little more than a year ago,* the European Assurance Society was the subject of a very disagreeable scandal in Ireland, in consequence of conduct which the Lord Chief Justice stigmatised as "embarrassing, evasive, and unsatisfactory," in resisting the payment of a genuine claim. In that case a writ was at length issued against Sir Frederick Smith, K.H., F.R.S., the chairman, to enforce payment. After severely condemning the conduct of the defence, the Court exonerated Sir F. Smith from blame, believing him to have been ignorant of the abuse which had been made of his name.

Like the Albert, the European is the result of an enormous number of amalgamations, having absorbed since 1859 no less than thirty-three other companies. The effect of such "amalgamations" upon shareholders and policyholders respectively is just now exciting a good deal of attention. As to the shareholders in the companies which were swallowed up one after another, their rights to decline the change originally would depend upon the deeds of settlement of their own companies. As Vice-Chancellor Wood observed in *Re Empire Assurance Corporation, Ex parte Bagshaw* (15 W. R. 889, L. R. 4 Eq. 347), it might be that the directors were authorised to hand over all the assets to the other company, leaving the objecting shareholders to lose their money simply, or it might be that the objecting shareholders could claim to be paid off, or the arrangement might be *ultra vires*. But it could not be that the objecting shareholders should be bound to accept the arrangement and become contributors of the new company. The Vice-Chancellor confessed that he had not the least conception what might be the full legal effect of the word "amalgamate"; but, at any rate, he said it was not a word by which people, having subscribed to company A., were inevitably bound to become subscribers to company B. And if, after the "amalgamation," the shareholder in the swallowed company took simply no steps at all, he "simply became no shareholder in the consolidated company" (*Higg's case*, 13 W. R. 937). Probably in the majority of instances the shareholder accepted a status in the latter company, but in either case it would not be very difficult to determine the whether or no. As to the policyholders there may be more difficulty. It is customary where an "amalgamation" takes place between two assurance societies to get the assured to adopt the consolidated one by accepting a new policy. Where that has not been done there may be a serious question to what quarter the assured may be entitled to look for payment of their claims.

Pending the Vice-Chancellor's decision upon the European petition we shall not enter into the details of the case. If the failure of the Albert de-

monstrated the necessity for Government interference in the audit of insurance companies accounts, the difficulties of the European afford about as strong a corroboration as could be imagined. Few will dispute this when it is stated that this society lately withdrew from business in the United States, where the system of public supervision is in full force.

IS THERE ANY REASON why the rights of property should be less sacred in the City of London than elsewhere, or why the bodies which administer the affairs of the City should have greater powers than any other body in the kingdom? Yet such is the case. The principle that private interests must give way to those of the public is one acted upon every day, and, therefore, wherever any object is of substantial importance to the public, Parliament never hesitates to give its promoters power to take land compulsorily, and otherwise to interfere with private rights to whatever extent the nature of the case may require. But while such powers are freely given, provision is always made at the same time for compensating those whose private rights are thus sacrificed for the benefit of the public.

If my house is taken to make room for a railway, or for the New Law Courts, or taken for any purpose by the vestry of my parish, I am entitled to its value. If it is not taken absolutely, but injuriously affected, as, for instance, by an alteration in the level of the street upon which it opens, I am entitled to compensation for the injury done. But in the City of London quite another rule prevails. If the City authorities find it necessary to take my house, out and out, they must, no doubt, pay me for it; but if, without taking it, they affect it injuriously, to however serious an extent, I am entitled to no compensation. This was decided by the Exchequer Chamber to be the case with respect to works done under the City of London Sewers Act, 1848, in *Ferrar v. The Commissioners of Sewers*, 17 W. R. 709; and by the Common Pleas with respect to works done under the Holborn Valley Improvement Act, in *Dungey v. The Mayor of London* (17 W. R. 1106). And we believe that other Acts for similar purposes are framed in the same way.

The City of London is a spot of national as well as local importance; it is no doubt right, therefore, that the powers of its rulers should be very large. But, on the other hand, there is no place in the kingdom where house property bears a value approaching what it bears in the City of London, or where the alterations in the level of a street or the stoppage of a thoroughfare could inflict anything like the amount of injury which it may in the City of London. Why, then, should the City be the only place where no compensation can be recovered by those who are injured in such way? We are sure that Parliament never intended to authorise confiscation pure and simple. And we cannot believe that the City authorities deliberately procured an arrangement so repugnant to justice and common honesty. The present state of things must, we think, have arisen from an oversight. But, if so, it is an oversight which ought not to occur again. We commend the matter to the attention of those interested in house property in the City; and we advise them to watch any future Act which may be introduced by the City authorities, and also to try whether the existing Acts may not be revised. It is a serious thing that (to take an extreme example) if the road of Cheapside were raised so as to turn every shop into a cellar, no one would be entitled to any compensation.

"A SOLICITOR," referring to our recent article on Real Property Law, expresses his surprise* that we do not refer to the "present absurd system of long deeds" as one of the evils to be remedied. This, however, is not a fault of the law, but an evil purely of practice, which

* Vide 11 S. J. 534, 582, 588, 590.

* *Supra*, p. 938.

would be remedied without any change of law, if only the profession were conscious, *as a body*, that it is an evil. Already, owing, perhaps, as much to the influence of Mr. Davidson as to any other single cause, the current style of conveyancing has been curtailed by about one-fourth, and there seems to us to be no reason why it should not be further shortened with advantage. We do not, however, concur in the "Solicitor's" suggestions, for the following reasons.

Firstly, a statutory form of conveyance is not adapted for any but very simple and ordinary cases, and if by "compulsory adoption" it is meant that none other should be operative, the result would be either to exclude nearly all land from the market, or to render sales generally operative in equity only, both of which results would be, we think, detrimental; while, if the form is merely intended to act as a model, it will share the fate of Lord Brougham's short covenants for title, and the various other abortive statutory short cuts with which conveyancing students, not conveyancers, are so familiar.

Secondly, the great difficulty about *ad valorem* charges for conveyancing is that it would be practically impossible to recover more than the scale under any circumstances, and yet the scale would have to be fixed at the very lowest limit in order not to exclude a common class of business altogether; so that a system of special agreements, with all their difficulty of enforcement, or a mere arbitrary appraisal by the taxing officers, would be the almost inevitable consequence. If this could be avoided we should heartily approve of suggestion 2.

Thirdly. The system of implied covenants was found so objectionable that it had to be abolished by statute, and we do not think it would be wise to recur to it. Besides, no one would trust to the implied qualification, and thus a new system of express covenants would grow up from the necessity of expressing the limitations to be imposed on the statutory liability.

If any statutory interference in this direction could be beneficial it would, we think, be best to abolish covenants for title altogether, and enable purchasers, on eviction, to recover back their purchase-money, or so much as they had lost by defect of title, as money had and received to their use by the vendors, or those claiming under them. With the general principle of a record of title—not a registration of title-deeds—we have long since and repeatedly expressed our concurrence, but such a system, to be perfect, must altogether abolish conveyances and all other evidences of title except itself, and is therefore scarcely the appropriate remedy for *too great lengthiness* in title-deeds.

THE ARRANGEMENTS for the Social Science Congress at Bristol on the 29th instant are now complete. In the jurisprudence department the most important subject for discussion will be, "What ought to be the legal and constitutional relations between England and her colonies," a subject which will attract special attention, a large number of gentlemen interested in the question having promised their attendance, among whom may be mentioned Sir Charles Clifford, Sir George Grey, Sir William Dennison, Sir Christopher Rawlinson, Mr. R. R. Torrens, M.P., Mr. Westgarth, Mr. Youl, Mr. Sewell, Mr. H. W. Marsh, Mr. Edward Wilson, Mr. Henty, Dr. Leomonth, and other colonial representative men, and papers on it will be read by Mr. J. E. Gorst, Mr. T. P. Labilliere, Mr. John Noble, Mr. Thomas Hare, and Mr. Macfie, M.P. Next to this will be the land question, law of charitable endowments, and a public prosecutor. On the first Mr. Frederic Hill, Mr. W. D. Henderson, of Belfast, and Mr. Serjeant Cox will contribute papers; on the second Mr. Serjeant Pulling, Mr. Stuart, Q.C., and Mr. Henry Miller, of Glasgow, will write; and on the third Mr. Lewis Fry, of Bristol, and Mr. Thomas Hare, of the Charity Commission, will read papers.

The principle, practice, and policy of the patent will be fully discussed, papers on the subject having been offered by Mr. A. V. Newton, Mr. W. Spence, Mr. Macfie,

M.P., and Professor Dircks. In the reformatory section, under the chairmanship of Sir Eardley Wilmot, Bart., the questions of diminishing infanticide by legislative enactment and the results of the Industrial and the Reformatory Acts will be ably discussed. Papers relating to prison discipline and other matters coming within the scope of the department will also be taken.

The address of the president of the department, Mr. G. W. Hastings, will be delivered on Thursday, the 30th inst. Among the visitors who are expected to be present are the Hon. Judge Field, of the Supreme Court of the United States, the Hon. Beach Lawrence, editor of Wheaton's International Law.

UP TO THE PRESENT TIME no certain light has been thrown upon the mysterious disappearance of the Lord Justice Clerk. There are, besides the river, several pieces of water in and around Glenalmond, and it was lately reported, but without corroboration, that Mr. Patton's body had been found in one of these. So far, however, as is known, no person has yet seen him, alive or dead, since he left the house before breakfast on the morning of his disappearance. His necktie and razor-case have been found upon the bank of the Almond. Mr. Patton had had a short Parliamentary connection with Bridgwater, and was subpoenaed to attend the commission now sitting there.

JUDICIAL STATISTICS, 1868.

PART I.

The returns contained in this Blue Book are, as usual, made up to the 29th of September, and are ten months' old when issued to the public. In the police force there appears to be an increase over the number of the previous year of 1,766, consisting of 3 superintendents, 53 inspectors, 172 sergeants, 1,536 constables, and 2 detectives, and there is also a decrease of 7 in the number of addition constables, showing a total increase in the numbers of the force of 1,759 or more than 7 per cent. As compared with the estimated population the police are as 1 to 838; in the previous year they were in the proportion of 1 to 889. The police numbered 25,832 of whom 7,171 were borough constables, 8,986 were county constables, 8,968 metropolitan and 707 city constables. In the expense of keeping up the police there is an increase of £164,000 19s. 3d., the total cost having been £2,084,596 11s. 5d. Each man cost on the average £80 13s. 11d., of which sum £60 18s. 2d. is attributable to salaries and pay and £5 18s. to clothing and accoutrements. Of the total cost of the police the Public Revenue contributed £452,466 13s. 7d. or about 21.7 per cent. of the whole amount. In 1867 the contribution of the Public Revenue was £457,491, but the decrease is partly accounted for by the fact that the charges on account of dockyard and military stations police have been transferred to the Admiralty and War departments.

Known thieves and depredators, suspected persons at large, and tramps and vagrants, so far as known to the police, were 118,390; and, of these, 16,074 were under 16 years of age. The increase in the numbers of these classes as shown in the returns of the previous year was 6,087, and as compared with the average of the three years previous to 1867 was 2,844. The greatest proportion of this increase is in the number of tramps and vagrants who appear as a class to add to their numbers in a larger proportion than the increase of the population would account for. Whether this is due to the prevalent distress amongst the labouring classes in our large towns or to the increase of indiscriminate alms-giving we have no means of deciding; but, whatever may be the prime cause of this increase of vagrancy there can be no doubt that it is an alarming feature, and well worthy of the fullest investigation. Again, this year we have to remark that in the metropolis the numbers of the "criminal classes at large," as compared with the population, are exceedingly small; in fact, smaller than in any

other of the groups of places mentioned in the returns, except in the eastern counties and the midland counties, and this is the case, notwithstanding that the increase in the actual numbers of these classes in the metropolis is greater than their increase in any other place during the same time. In 1868 the criminal classes numbered 149,474, of whom 118,390 are described as "at large"; in 1867 they were 141,173, of whom 112,403 were at large. Compared with the whole population the criminal classes are in the proportion of 1 to 180; in London they are as 1 to 200; in the counties as 1 to 205; and in the boroughs as 1 to 114.

The number of indictable offences committed during the year (not including cases of simple larceny where the value is less than 5s.) was 59,080 being 3,542 more than in the previous year. There were 29,529 persons apprehended in respect of these offences, exceeding the number of the previous year by 1,397. A continued decrease in the proportion the numbers of those apprehended bear to the number of the offences committed, began in the year 1863, when the proportion was the highest attained: the percentage was as follows:—

1863	58.2 per cent.
1864	56.2 "
1865	55.6 "
1866	53.7 "
1867	50.6 "
1868	49.9 "

Out of the 29,529 persons apprehended in respect of indictable offences, 9,421 were discharged either for want of evidence or for want of prosecution, and 19,969 were committed or bailed for trial, or 67.6 per cent. of those apprehended, 1.5 per cent. less than in 1867. From this it appears that very nearly sixty per cent., or about two out of three of the indictable offences reported by the police remain unpunished.

Among the indictable offences reported there were 129 murders, being six less than in 1867; 61 attempts to murder, 676 cases of shooting at, wounding, &c., 245 cases of manslaughter, 779 assaults, 3,536 burglaries, and 40,865 larcenies.

The number of persons committed or bailed for trial for indictable offences during the year ending September, 1868, as shown in the police returns, was 19,969; and of this number above 14,976 were convicted. To this number, in order to show the total convictions during the year, may be added 347,458 summary convictions before the magistrates, making together 362,434, being in excess of the number on the same calculation for the preceding year by 27,075, or upwards of 8 per cent; of the summary conviction, however, a large proportion is for offences of a trifling character.

There were 490,750 persons proceeded against summarily during the year, of whom 347,458 were convicted and 143,294 discharged. In 1867, the numbers proceeded against were 474,665 and those convicted were 355,359. During the last ten years there has been a continuous increase in the proportion of the convicted to those proceeded against summarily rising from 63.6 per cent. in 1859, to 70.7 per cent. in 1868.

The males summarily proceeded against are about 80 per cent. of the total number. Among the punishments awarded in respect of the 347,548 convictions, 215,174 persons were fined, 87,364 were imprisoned for terms varying from six months down to fourteen days or sent to reformatories or industrial schools, 709 were whipped, and the remainder were subjected to other punishments or ordered to find sureties. Among the offences charged before magistrates we find that 2,690 were aggravated assaults on women and children, 13,169 assaults on the police, and 11,398 offences against the game laws.

During the year the total number of those apprehended for indictable offences and summarily proceeded against was 520,281, and of these 20,172 were known thieves, and 194,450 were of previous good character. In order to show the amount of crime in the country it should here be stated that there were in 1868, 19,914

known thieves at large and that 2,740 of these are in the metropolis.

Against the decisions of justices in summary proceedings there were in 1868 84 appeals to quarter sessions; in each of the three previous years there were 91. In 1868 37 convictions were affirmed on appeal and 47 were quashed, in 1867 53 were affirmed and 38 quashed, in 1866 these numbers were the same, and in 1865 57 were affirmed and 34 quashed. There was in 1868 one appeal for every 6,813 and one of every 10,858 convictions was affirmed. Ten appeals were removed in 1868 into the Court of Queen's Bench, 14 such cases were argued, in 12 of which judgment was for the appellant, and in two for the respondent. In 1868 there were nine appeals so removed under the Act 12 & 13 Vict. c. 45.

Under the Act 20 & 21 Vict. c. 43, 49, cases were in 1868 stated for the opinion of the superior Courts; in 1867 89 such cases were stated.

The coroners' returns show the number of infants on whom inquests were held whose age was one year or under, and respecting whom verdicts of murder were returned, to have been 166, as against 149 in 1867, 166 in 1866, 175 in 1865, 203 in 1864, and 166 in 1863. During the year 24,774 inquests were held, and of these in 261 cases the verdict was murder, and in 235 manslaughter; in 1867 these numbers were 255 and 179. About two-thirds, therefore, of the verdicts of murder delivered during the year related to infants under twelve months old. Of the 24,774 inquests held 6,796, or 27.4 per cent., were on infants under seven years. The average expense of inquests shows a slight decrease: in 1868 it was £3 1s. 9d., and in 1867 £3 2s. 2d.; the average cost of an inquest for the last thirteen years amounts to £2 1s. 8d. and a fraction.

THE ENGLISH LAW OF JOINT TENANCY.

NO. VI.

TENANCY BY ENTIRETIES.

If a joint estate be made of land to a husband and wife and a third person, the husband and wife in law have but a moiety and the third person the other moiety. For the husband and wife are one person in the law. So if the estate be made to husband and wife and two other men the husband and wife have but the third part (Litt. sect. 291). And of the part which the husband and wife take between them they are tenants by entireties and not by moieties (Co. Litt. 187a, Litt. sect. 665). The language of Littleton and the opinion of text writers (Com. Dig. Bar & F. D. 2, 3; 1 Preston, Estates, 132; 2 Abs. 41) had confined this peculiarity in estates made to husband and wife and third parties to such where they took in terms that would create a joint estate. Recently, however, a modern judge of great acumen has started, but not acted on, the doctrine that it is immaterial whether the terms of the gift would confer a joint tenancy or tenancy in common, and the rule in question ought to be first applied to ascertain the number of shares into which the subject matter is to be divided, and that the legal unity of person of husband and wife must, for this purpose, be considered without regard to the manner in which the shares will be held when taken (*Warrington v. Warrington*, 2 Hare 54). This view was in a subsequent case acted on by the Court of Appeal, though after considerable doubt on the part of one of their Lordships, and a bequest of a sum of money unto and amongst J. C. and C. his wife, and L. was held, with no aid from the context, to give the husband and wife only one moiety between them; and Littleton's rule was declared by the Court to apply as well to tenancies in common as joint tenancies, and both to real and personal estate (*Re Wyld's Estate*, 2 De G. M. & G. 724).

In two cases before the Master of the Rolls he held that in a gift of a sum of money to A., his wife and children, the husband and wife should be reckoned as one person (*Gordon v. Whielden*, 11 Beav. 170; *Atcheson v. Atcheson*, *ib.* 485). In a subsequent case of a bequest of

the interest of a residue to the use of husband and wife for their lives it was held that the husband and wife took by entirety, and the words "for their lives" must have the same construction as if it had been a case of joint tenancy and extend to the life of the survivor (*Moffatt v. Burnie*, 18 Beav. 212). So an annuity of £30 to A. and his wife during their natural lives, where the wife died in testator's lifetime, the husband was held entitled to the whole for his life (*Alder v. Lawless*, 32 Beav. 72).

The cases at the Rolls, it will be observed, were all joint tenancies, and the decision of the Lords Justices in *Re Wyld's Trusts*, in accordance with the reasoning, but not the decision, of Vice-Chancellor Wigram in *Warrington v. Warrington* is, with the exception of two early cases (*Bricker v. Whately*, 1 Vern. 232, and an *Anonymous case*, Skinner, 182), the only judicial determination where the distinction between joint tenancies and tenancies in common has been disregarded in ascertaining the share to be taken by the husband and wife in concurrence with strangers. It is submitted, with great deference and respect, that it is to be regretted that this view should have been sanctioned by such high authority. The language of Littleton and his commentator points only to joint tenancy for the application of the rule, and with the exception of the two cases above mentioned, in which the Court dwelt upon the peculiar language used and the relationship of the parties, and which, too, were decided at a time when the effect of words of severance in a will as creating a tenancy in common was not fully established; the rule is treated by all the authorities and text writers as applicable only to cases which among strangers would be a joint tenancy (*Lewin v. Cor. Moore*, 558, p. 759; *Symond's case*, Moore, 92; *Paine v. Wagner*, 12 Sim 188). In *Green v. King* (Wm. Blackst. 1213) Lord Chief Justice De Grey says, "The same words of conveyance which would make two other persons joint tenants will make husband and wife tenants of the entirety." Mr. Preston's language is very clear on the point (1 Prest. Est. 132, 2 Abs. 41).

If aliquot parts were given to the husband and wife and the other concurrent takers, it could not, of course, be contended that the husband and wife would not each take a separate share (see Co. Litt. 299b). And it is submitted that as there are no degrees in tenancy in common when the law has concluded that certain expressions shall have the effect of indicating an intention that the objects of the gift are to take separate interests, it is the same as if aliquot parts had been distinctly given to each person; the terms employed being only a commendous form of marking that intention. And it is unscientific to attribute a different effect to a tenancy in common produced by one mode of expression to that which would follow from another. And it is not stronger to impute to testators the knowledge that when they use terms of severance the effect will be to give the husband and wife separate shares than to impute the cognizance of the artificial rule of the unity of their person. The effect of the decision of the Lords Justices will be to enlarge the bounds of the rule in question which, being one of positive law of a highly technical nature, had no claim to a benignant interpretation. It is to be feared that in endeavouring to escape from the consequences of the principle, minute criticisms of the language used by testators will be resorted to, which can scarcely tend to promote uniform or satisfactory decisions.

The legal effect of tenancy by entirety is that both husband and wife are seized of their share *per tout*, and neither can without the other dispose of or forfeit it (Co. Litt. 187a); and when one dies the other does not take strictly by survivorship but holds the estate discharged of the other's right to participate. Where a husband and wife were tenants by entirety for life, with remainder to the heirs of the body of the husband, he suffered a recovery in which he alone was tenant, consequently was not vouched, and the wife, being no party to the recovery, although tenant by entirety, and

no moieties between them, the recovery was invalid against the issue and remainderman for the whole land (*Owen's case*, 3 Rep. 5, and see 1 Preston, Conv. 55-58). In a like case, under the present law, the concurrence of the wife would still appear to be necessary, as forming with the husband the protector of the settlement, in order to bar the remainders after the husband's estate tail, though the latter alone could bar his own issue (3 & 4 Will. 4, c. 74, ss. 22, 23, 24, 34).

To make this estate it must be acquired during the actual coverture, for if an estate be made to a man and woman, and they afterwards intermarry, they are joint tenants (Co. Litt. 187b). On the other hand, when attornment was necessary, if a grant of a reversion had been made to a man and woman, and before attornment they intermarried, and then attornment was had, they had been tenants by entirety (Co. Litt. 310a). So of a warranty made to them *dum soli*, and after their marriage they were impleaded, vouched, and recovered in value and had execution, they had been tenants by entirety under the recovery (Co. Litt. 187b). On these grounds it is said by Mr. Preston, though with a *quære*, that a devise to a man and woman jointly who, afterwards and before the death of the testator, intermarry would make them tenants by entirety (2 Abs. 42). If this be law it must, it should seem, be confined to cases of gifts to the man and woman without conjunction with others. Or at least it could not, it is presumed, affect the shares *quoad* quantity, which the husband and wife relative to the other concurrents would have taken if they had not married.

If an estate had been made to a villein and his wife, being free, and their heirs, the villein's capacity was to purchase for his lord's benefit, the wife's for her own, yet if the lord of the villein entered, and the wife survived the husband, she should enjoy the whole land, because no moieties between them (Co. Litt. 187b). This, though in itself obsolete law, would, it is said, rule the case of husband and wife tenants by entirety, when one of them is an *alien* (2 Preston Abs. 56).

As a consequence of the power which the husband has over the chattels real or personal of his wife, he can dispose of a lease for years or any personal chattel of which they are tenants by entirety, but if only part of the term is aliened by the husband, the wife will have the residue if she survive (*Grute v. Loccroft*, Cro. Eliz. 287; *Sym's case*, Cro. Eliz. 33). If personal chattels be given to husband and wife the wife will not have them if she survive, though undisposed of by the husband, but they will go to the executor of the husband (1 Roll. Ab. 349). It is otherwise as to chattels real (*ib.*). And if an equitable chose in action to which the husband and wife are entitled by entirety be not paid to the husband before the attention of the Court is drawn to it, it will not be allowed to remain wholly in the power of the husband, so as to defeat the wife's chance of survivorship, but the fund will be secured and the dividends paid to the husband for their joint lives (*Atcheson v. Atcheson*, 11 Beav. 485).

An estate by entirety may be extended by elegit for the husband's debt, but only for his life if the wife survive (*Crofton v. Bunbury*, 2 Ir. Ch. Rep. 465). A conveyance to a man and his wife for ever as joint tenants will give an estate by entirety (*Pollock v. Kelly*, 6 Ir. C. L. Rep. 367).

Each tenant by entirety has the entirety of the lands as one individual, and for this reason merger will operate to the same extent as if there were a sole seisin. So that where the wife was solely seized of the freehold, and the inheritance was purchased by her and her husband, the entire freehold was merged (*Purefoy v. Rogers*, 2 Lev. 39). So the entirety of lands held by a husband for years in right of his wife will merge in a freehold limited to him and his wife, for he has the entirety in both term and freehold (3 Prest. Conv. 473).

Mr. Preston thought that under this tenancy, if in fee simple, if the wife survived, had the sole seisin, and

died intestate, her heir would take the fee by descent, and the heirs of the blood of the husband, *as such*, be excluded (1 Prest. Est. 132). This opinion would seem to be well founded (see 40 Assizes, pl. 7).

Under the Act of Settlement, 1 W. & M. s. 2, c. 2, a tenancy of this kind was created by the limitation of the Crown and regal dignity, by purchase, to the Prince and Princess of Orange and the survivor of them, during their lives and the life of the survivor of them, with remainders over, subject to the collateral modification that the exercise of the regal power and government was to be in his Majesty, in the names of both during their joint lives.

LEGISLATION OF THE YEAR.

CAP. XLVI.—*An Act to abolish the distinction as to priority of payment which now exists between the specialty and simple contract debts of deceased persons.*

This Act introduces to administration a principle already known to bankruptcy. Heretofore specialty debts were entitled at law to priority over simple contract debts in the process of administration. This rule bound executors and administrators, and was applied by the Court of Chancery when administering an estate. The exceptions, however, to the rule were capable of giving rise to considerable uncertainty, and, by consequence, to expensive litigation: hence the advantage to be anticipated from the present Act. The priority due to the specialty creditor was not attainable by him as to assets falling under the definition of *equitable*, in contradistinction to *legal* assets. And in distinguishing equitable from legal assets, as assets which cannot be reached through a court of law, but only through a court of equity, it will be borne in mind that the distinction refers to the proceeding not of the *executor* but of the *creditor*. As to equitable assets the Court of Equity, having the matter in its own grasp, chose to say that in equity there ought not to be this preference of one debt over another, and that the specialty and simple contract debts should be paid *pari passu*. It was often a very doubtful question what were and what were not equitable assets; witness for instance the conflicting decisions and opinions on the question whether an equity of redemption was equitable or legal assets.

This Act, by abolishing the rule to which the exception applied, will annihilate such expensive doubts. There was also an exception where the testator, by charging his property with the payment of his debts, had created a trust for the payment of debts. And 3 & 4 Will. 4, c. 104, while making realty liable to the payment of simple contract debts, reserved to specialty debts in which the heir was bound a priority over specialty debts in which the heir is not bound and simple contract debts. All these differences are now swept away.

There is also another class of cases in which this Act prevents from recurring—viz., those in which the question litigated was whether or no some breach of trust was to constitute a specialty or simple contract debt against the estate of a deceased trustee. (See, for instance, *Holland v. Holland*, 17 W. R. 657.)

The Act is summed up in a single section, but that is a very pungent and sweeping one, and, saving of course to creditors having liens or securities the benefit of such charges, does genuinely abolish the distinction objected to.

One thing is noteworthy—viz., that the Act involves a piece of retrospective legislation. It abolishes the preference "in the administration of the estate of every person who shall die on or after the 1st day of January, 1870;" therefore, as to specialty debts *now* owing by debtors who may survive the present year, the Act is retrospective in its operation. Very possibly, however, an attempt to remedy this would have let in uncertainty, and as the Act will put an end to a great amount of uncertainty it deserves to be commended.

It has always been a settled rule that rent due ranked

in the same degree as the specialty debts, even though the tenancy were created by parol; and we imagine that as specialty debts are now placed on a level with simple contracts, rent will take the same position.

It is certain that after this Act bills of exchange will increase very much in popularity, at the expense of bonds, and we should anticipate that mortgages supplementing bills of exchange as collateral securities, of which precedents are to be found in most collections, will, though not very common now, become much more frequent hereafter.

The Act extends to Ireland, but not to Scotland.

CAP. XLVII.—*An Act to provide for the discharge of the duties heretofore performed by high constables, and for the abolition of the office with certain exceptions.*

This Act introduces a change of unquestionable practical convenience, but at the same time it abolishes an office which has a certain historical interest. Few branches of our social organisation are more ancient, or have at one time been more important than the old system of elaborate divisions and sub-divisions of the country, and of making each division and sub-division responsible for the maintenance of the peace within its bounds. The division of England into counties, hundreds, and tithings, or corresponding districts, and the whole organisation founded upon this division, is very familiar to all who know anything of legal history. To a great extent the system in form survives; but the importance of some parts of the system has, by lapse of time, become very small compared to what it once was. For most purposes, though not by any means for all, the hundred has become an unimportant division. And accordingly the high constable, or chief peace officer of the hundred has become an unnecessary personage.

This Act enables the Court of Quarter Sessions of the county to abolish the office of high constable in any hundred within their county. And in such case the representative functions of the present high constables are to devolve upon the chief constable of the county.

CAP. XLVIII.—*An Act to amend the Companies Clauses Act, 1863.*

Part III. of the Companies Clauses Act, 1863 (26 & 27 Vict. c. 118), relating to the issue of debenture stock, and part II., relating to share capital, were amended, so far as regards railway companies, by the 24th, 25th, and 26th sections of the Railway Companies Act, 1867 (30 & 31 Vict. c. 127). The present Act, as the preamble informs us, is intended to extend these amendments to companies other than railway companies; meaning, of course, companies within the Companies Clauses Acts—i.e., companies incorporated by special Act.

Section 22 of the Companies Clauses Consolidation Act, 1863, prescribed certain regulations under which companies authorised by their special Act to create and issue debenture stock were to create and issue the same. *Inter alia* the rate of interest, if not limited by the special Act, was not to exceed £4 per cent. Then section 24 of the Railway Companies Act, 1867, empowered any (railway) company to create and issue debenture stock subject to Part III. of the Companies Clauses Consolidation Act, 1863, thus extending the power to companies not so authorised by their special Acts. The same section also repealed, as to these companies, the above restriction to £4 per cent. interest. The first four sections of the present Act extend these amendments to other companies, empowered to raise money on mortgage or bond, but having no power to create or issue debenture stock.

Again, section 21 of the Companies Clauses Consolidation Act, 1863, relating to the issue of new shares and stock, was amended, as to railway companies, by the 27th, 28th, and 29th sections of the Railway Companies Act, 1867, so as to authorise the issue of such shares or stock at a discount. The 5th, 6th, and 7th sections of the present Act in like manner extend those amendments, word for word, to the other companies, except those in

which the amount of profits divisible is limited to a fixed per centage on the paid-up capital.

CAP. XLIX.—*An Act to enable local authorities to collect fines and fees by means of stamps.*

The convenience of the stamp system is becoming more and more appreciated; and the use of stamps accordingly more and more general. The affixing of a stamp is not only a payment of the sum represented by the stamp, it is a payment which proves itself whenever the question of payment or non-payment may happen to arise. It is a mode of payment, too, which reduces the chances of embezzlement to a minimum, for it reduces to a minimum the number of hands through which money or money's worth passes. And it, further, simplifies and consequently cheapens the keeping of public accounts to an immense extent. It is, therefore, not to be wondered at that the use of stamps has increased rapidly; and it may be expected to increase still further.

The present Act empowers local authorities—that is to say, courts of quarter sessions in any county or district having a separate commission, and in boroughs having councils or other governing bodies such councils or bodies,—whenever all the clerks of special and petty sessions and all the clerks of justices within their district are paid wholly or in part by salary under 14 & 15 Vict. c. 45, to order that all fees, fines, and penalties payable to the treasurer shall be paid in stamps instead of in money.

The necessary provisions are made for providing the requisite dies and for issuing stamps; as well as for the prevention of forgery or other frauds in connection with the stamps to be issued.

Some difficulty seems to us very likely to arise upon the construction of the fifth section of the Act. That section deals with the consequences of not affixing a stamp to a document requiring a stamp. It says that “any document on which a stamp ought to be affixed, &c., shall not be of any validity unless the proper stamp, &c., has been impressed, &c., or unless a certificate has been signed thereon by a justice acting in the matter to the effect that he has excused or postponed the affixing, &c.; provided that if any such document is, through mistake or inadvertence, received, lodged, recorded, or used, without being properly stamped, it shall be competent for the judge before whom the cause or proceeding depends to which such document relates to order that the same be stamped, &c.; and on every such document being stamped accordingly, the same, and every proceeding relative thereto, shall be as valid as if such document had been properly stamped in the first instance.” It will be observed that the Act relates to all fees, fines, and penalties payable to the county or other treasurer; and it may very possibly be a matter of difficulty in many cases to decide to what document the stamp in respect of a fine or penalty ought to be affixed. Yet if the proper document be not stamped it is to be of no validity. Then again at what time must the stamp be affixed. This, it will be at once perceived, may often be a question of extreme importance. The latter clause, too, is very curious. From it one would have supposed that the preceding words had been that an unstamped document should not be receivable in evidence; but they are of a far wider import, for they render the document wholly invalid. The whole clause is very obscure.

RECENT DECISIONS.

EQUITY.

THE LEGAL POSITION OF DISSENTING MINISTERS.

Cooper v. Gordon, V.C.S., 17 W. R. 908.

The freehold of the chapels of such dissenting bodies as possess any element of permanence will, as a rule, be found to be legally vested by a deed declaratory of the distinctive tenets of the sect in a number of persons,

with power to appoint their successors, in trust to permit the chapel to be used for the exercise of divine worship in accordance with the tenets of the sect. The minister of any congregation, when elected and let into possession of the chapel and dwelling house, if any, annexed thereto, is at law a mere tenant at will of the trustees in whom the freehold is vested (*Doe v. Morgan*, 10 B. & C. 718, where the congregation were Presbyterians); and as a consequence, his interest is determinable by a demand of possession, without any previous notice to quit. He is not even entitled *de jure* before his tenancy is determined to have a reasonable time for the removal of his goods (*Doe v. McKaeg*, 10 B. & C. 721). The precise position of every minister must of course depend on the construction of the trust deed. Permanence in the case of dissenting bodies can only be attained by a trust deed creating a perpetual body with the power of electing their minister. A conveyance of a chapel to a minister and his successors directly would be void; and the principle of public policy which gives a clergyman of the Established Church a freehold in his benefice, does not extend to the case of Dissenters, so as to prevent the Court from sanctioning the appointment of a minister for any limited period, provided such be the usage of the congregation, or the terms of the deed of trust (*Attorney-General v. Pearson*, 3 Mer. 353).

In *Cooper v. Gordon* the Vice-Chancellor took precisely the same view of the right of the majority of a dissenting body to bind the minority as he did in *Perry v. Shipway* (1 Giff. 1, 7 W. R. 406), where the majority of a congregation of Particular Baptists excluded their minister against the will of the minority. Thus also, in *Attorney-General v. Aked* (7 Sim. 321), Vice-Chancellor Shadwell held, in the case of a body of Independent Dissenters, that the act of the majority of communicants in requesting their minister to resign, was equivalent to a sentence of dismissal, and binding on the minority.

The cases then establish: first, that a dissenting minister is, generally speaking, only tenant at will to the trustees; and secondly, that he is removable at the pleasure of the majority of those by whom he was appointed. The Vice-Chancellor even doubted in the present case whether a contract that the minister should enjoy the emoluments for life would be compatible with the terms of the trust. The suggestion that the will of the majority is binding only so long as it accords with the fundamental doctrines of the congregation was disposed of by the Vice-Chancellor, who remarked that doctrines contravened by the majority cease to be the fundamental doctrines. It is obviously desirable that the views of the minister should be in accordance with those of the majority of his flock. Were the appointments of such ministers for life, this would not necessarily be the case. The present position of dissenting ministers as regards their congregations perhaps better than any other tends to secure that harm which ought to subsist in such bodies, and which, to their credit be it spoken, has rarely indeed been interrupted by litigation.

STAMPS ON MUTUAL MARINE POLICIES.

Smith's case, V.C.J., 17 W. R. 787, L.J., 17 W. R. 941.

The unwisdom of attempting to save a few shillings or pounds by not getting the proper stamp impressed or affixed on such documents as the law requires to be stamped before being given in evidence was never better illustrated than in this case. Even where documents may be stamped with a penalty after date, the remedy is an expensive one; but what shall we say where, in the face of enactments that a policy not stamped cannot be used as evidence in a court of law or equity, the practice is found to prevail of not stamping policies?

In *Smith's case* the contract for insurance was not stamped; and consequently was no contract for insurance at all. There was, therefore, no contract binding him to become a member of the company, and his right to

have his name removed from the list of contributories was recognised. His claim on the remaining members in respect of damage sustained by his own ship, and the claim of the liquidator on him as a contributory, dropped simultaneously.

THE JURISDICTION OF THE COURT TO RESTRAIN APPLICATION TO PARLIAMENT.

Re London, Chatham, and Dover Railway Arrangement Act, 1867, V.C.S., L.J., 17 W. R. 946.

All that can be said of the jurisdiction of the Court to restrain application to Parliament is that it exists. There is such a jurisdiction; but all the judges before whom the question has come, says Lord Chelmsford, C., in *Steele v. North Metropolitan Railway Company* (15 W. R. 597), decline to define the occasion which could justify such an interference, and even express a doubt as to the difficulty of conceiving a case in which any one could be so restrained. "In a proper case," said Lord Cottenham, C., in *Heathcote v. North Staffordshire Railway Company* (2 M & G. 100), "I should not hesitate to exercise the jurisdiction of the Court by injunction touching proceedings in Parliament for a private bill, as a bill respecting private property."

In such cases it is conceivable that the jurisdiction may sometimes be exercised with advantage; but when we come to questions of public policy, the case is wholly different. When it is sought to vary the existing rights of persons in a way in which the law stands they cannot be altered, the proper and only way is by application to Parliament. The person who apprehends injury from the variation of such rights has a remedy, but not by applying to the Court of Chancery. His proper course is to oppose the proceedings before Parliament. Credit ought to be given to Parliament for doing what is right, and affording proper compensation to parties whose rights are affected in furtherance of public policy (*Steele v. Metropolitan Railway Company*). In *Lancaster and Carlisle Railway Company v. North Western Railway Company*, 4 W. R. 220, 2 K. & J. 293, Lord Hatherley, when Vice-Chancellor, recognised the right of a public company, on public grounds, to apply to Parliament to abrogate any private contract whatsoever, unless in a case where there was a stipulation that such agreement should be final. This is, after all, only one form of the question which is assuming great importance at the present day, how far private rights are to yield when they run counter to the interests of the community.

Perhaps the chief reason why the Lords Justices declined to affirm the Vice-Chancellor's ruling in *Re London, Chatham, and Dover Railway Arrangement Act, 1867*, rested on the fact that the bill had been considered and passed by the House of Commons, and either was, or would shortly be, under discussion by the House of Lords. The measure having been entertained by Parliament, who were in a situation to legislate on it, rendered it a matter of extreme difficulty for the Court to interfere.

In *Attorney-General v. Manchester and Leeds Railway Company* (1 Rail. Cas. 436) the company were soliciting a bill in direct violation of an undertaking they had entered into; yet Lord Cottenham felt it right not to exercise the jurisdiction, the bill having been entertained by the Legislature; although it was a case in which, according to Lord Chelmsford, in *Steele v. North Metropolitan Railway Company*, Lord Cottenham, but for the difficulty thus occasioned, could not but have interfered.

The misrepresentations on which the Vice-Chancellor considered the application to Parliament was grounded melted away when the case came to be inquired into before the Lords Justices, and the result was that the order to restrain the directors from applying to Parliament was dismissed, and the directors were thus left at liberty to proceed with the bill. The opponents of the measure were equally at liberty to oppose it in the usual way. This must in cases where public policy is involved be considered the usual and proper course. For the Court to

entertain applications of this nature would be to assume that the High Court of Parliament is liable to be imposed upon, and to give it no credit for being about to do what is right and politic; and this assumption the Court will not make. The opponent of any measure about to be brought before Parliament in the shape of a private bill, who suspects that a fraud is about to be practised upon Parliament by the promoters of the bill, ought to appear at the bar of either House and disclose the true state of the case instead of endeavouring to restrain the promoters of the bill by proceedings in equity, especially where, as in this instance, the bill has already passed the House of Commons.

WINDING UP OF RAILWAY COMPANIES.

Re North Kent Railway Company, V.C.J., 17 W. R. 789.

Under the Railways Abandonment Act, 1850 (13 & 14 Vict. c. 83), the Court has jurisdiction to wind up a railway company on the application of the shareholders, where a warrant for the abandonment of the railway has been granted. This Act only applied to railway companies incorporated on or before the 14th of August, 1850, the day when the Act received the Royal assent; but its provisions were extended by section 31 of the Railway Companies Act, 1867 (30 & 31 Vict. c. 127), to all companies authorised to make railways before the then session, subject to certain provisions. It is to be observed that shareholders only may petition, and that creditors have no *locus standi*. Railway companies incorporated by Act of Parliament are expressly excepted from being wound up under the Act of 1862 by the 199th section. It would appear, then, that the Legislature has provided no means whereby a creditor can insist on a railway company being wound up.

We do not know why railway companies should be specially exempted from the comprehensive jurisdiction to wind up conferred on the Court by the 199th section. A canal company incorporated by special Act may be wound up in despite of the special Act which contemplates the undertaking being worked in perpetuity (*Re Wey and Arun Junction Canal Company, L. R. 4 Eq. 197*; *Re Basingstoke Navigation, 14 W. R. 956*). But a railway company, the objects of which are exactly the same—viz., the conveyance for hire of goods and passengers in perpetuity—is excepted by name from the provisions of the Companies Act, 1862. And a railway company is a railway company still, within the foregoing exception, although the warrant for the abandonment of the line has been obtained, and it has become impossible for the company to fulfil the objects for which it was incorporated.

It seems, however, that the Court has an inherent jurisdiction to entertain a bill for dissolution even of a railway company, upon general principles, apart from any of the Winding-up Acts (*Cramer v. Bird, 16 W. R. 781, L. R. 6 Eq. 143*) inasmuch as these Acts were intended, not to supersede the principles of equity, but to assist the Court by giving it additional power to enable persons to enforce equities without those peculiar difficulties arising from the number of shareholders and from the rules of equity which had made it impossible for persons in such cases ever to get to a decree.

MUTUAL MARINE INSURANCE SOCIETIES IN COURSE OF WINDING UP.

Re London Marine Insurance Association, V.C.J., 17 W. R. 784, L. R. 8 Eq. 176.

It remains to be decided whether a mutual marine insurance society, being an incorporate unregistered body, can be properly the subject of a winding-up order under section 199 of the Companies Act, 1862, as an unregistered company. The question was raised in the case before us, but not decided, inasmuch as the Vice-Chancellor felt himself precluded from doubting the validity of the winding-up order; while in *Lee and Moore's case* (L. R. 5-

Eq. 368) the Master of the Rolls thought it was not necessary to be decided, but assumed that a similar association was a company within the meaning of the 199th section. We may presume, therefore, that such associations as these can be properly wound up under the Act of 1862.

The propriety of the winding-up order being assumed, it became necessary to consider the position of the members of the association after the winding-up order. These societies are formed of shipowners, every one of whom insures his vessel within a specified amount, and agrees to contribute to the losses of the other members incurred during the continuance of his insurance. That which he undertakes to contribute bears the same ratio to the loss of the suffering member, as the sum insured by the contributing member bears to the contributing capital—i.e., to the whole amount insured at the time. This is all that he is liable for. When a loss is incurred, an obligation to make it good is imposed by the contract of membership, not on the association *quâ* association, but on the several members who compose it. There is no collective liability, but distinct liability upon the separate contract between each contributing member and the suffering member that the former shall bear his proportion of the latter's loss. The secretary is the properly constituted agent of the suffering member to receive on his behalf the contributions of the remaining members. Payment to the secretary is payment to the suffering member; and if the money so paid never finds its way from the secretary to the suffering member, it is the suffering member, and not the contributing member, who must bear the loss.

With regard to the outside debts the Vice-Chancellor held that the association *quâ* association was not liable for them, but that the creditors must go against the person who had given the orders for the things supplied, by analogy to the rule in the case of clubs (*Cullen v. Duke of Queensberry*, 1 Br. P. C. 404). And even if such orders were given with the sanction of a general meeting those persons only would be liable who were members at the period when the orders were given. It will be remembered that the association was annually renewed.

It will be seen that the costs of the winding-up were apportioned *pro rata* among the receivers and payers according to the amounts which they were respectively to receive and respectively to pay. This method of apportioning costs was due to the fact that the winding-up order was made for the mutual benefit of all. By determining what every suffering member was to receive and every contributing member to pay, the right of set-off between the two being conceded, the total liability of each member would be ascertained, and the costs were determined with regard to this.

COMMON LAW.

MEASURE OF DAMAGES—ACTION BY ASSIGNOR OF CHOSE IN ACTION AS TRUSTEE.

Wright v. Chappell and Another, Ex., 17 W. R. 655.

In consequence of the rule of law which refuses to recognise the assignment of a *chose in action* it frequently happens that the assignor of a contract has to sue when he has no personal interest in the matter, and is only a trustee for the person to whom the beneficial interest in the contract has been assigned. This may, in some cases, give rise to very difficult questions as to the measure of damages which the plaintiff is entitled to recover.

If the contract is to pay a fixed sum of money, no difficulty can arise. The amount promised is the amount to which the plaintiff is entitled. Where, however, the action is for unliquidated damages for the breach of a contract, the plaintiff is entitled (generally speaking) to a sum equal to the actual pecuniary loss which the breach of contract has caused him.

If the plaintiff has assigned all beneficial interest in the

contract before any breach of trust it is clear that the breach has not caused him personally any damage. Any right to substantial damages must depend upon his right to recover as trustee for his assignee. The law on this point is by no means clear.

In *Wright v. Chappell* the plaintiff bought a business from the defendant, and the defendant covenanted with the plaintiff not to carry on a similar business within certain limits.

The plaintiff afterwards assigned the business to A. The defendant subsequently broke the covenant, and in an action for the breach by the plaintiff the question arose whether the plaintiff was entitled to nominal damages only, or to the actual damage caused to A. by the breach of the covenant. The majority of the Court (Kelly, C.B., dissenting) held that the plaintiff was entitled to recover substantial damages as trustee for A.

This is certainly the most reasonable conclusion to arrive at, although perhaps it does somewhat violate the strict rule which governs the measure of damages. The defendant, however, is in no worse position than if the plaintiff had not assigned, and if the defendant were liable only to nominal damages at the plaintiff's suit he would practically be free from all liability on the covenant. To permit such a result would be to allow a technical rule of law to set aside the substantial merits of the case and the obvious requirements of convenience.

BANKRUPTCY ACT, 1861, s. 192.—CONDITIONAL ASSENT TO DEED.

Johnson v. Osenton, Ex., 17 W. R. 675.

A deed under s. 192 of the Bankruptcy Act, 1871, must be approved of or assented to by a certain majority of creditors, otherwise it will not bind non-assenting creditors, and a valid assent may be given before any deed is actually prepared (*Rutty v. Benthall*, 15 W. R. 744).

In *Johnson v. Osenton*, the question was whether a conditional assent was valid under section 192 of the Bankruptcy Act, 1861. The assent in question was given in writing to a deed already prepared, but was expressed to be "without prejudice in any way to the rights of [certain] creditors and ourselves under [a former deed] and also without prejudice to the securities held by any of [certain] creditors."

This was held to be an invalid assent on the ground that the Bankruptcy Act requires that all creditors under deeds operating by virtue of section 192 shall be on an equality, and if conditional assents were valid a difference would at once be created between those creditors who assented, or without assent were bound absolutely, and the other creditors who having assented conditionally would only be bound conditionally. Two other points were also raised, but they were decided on the authority of other cases in which similar points had arisen and been determined.

MARINE INSURANCE—CHANGE OF NATIONALITY OF VESSEL—PERILS OF THE SEA.

Dent v. Smith, Q.B., 17 W. R. 646.

In this case a policy of insurance was effected on goods in an English vessel. The vessel was subsequently sold and became Russian. She was afterwards wrecked near Constantinople, and some of the insured goods were saved, and the owners, by the judgment of the Russian Consular Court at Constantinople, which was the court having jurisdiction in the matter, were compelled to pay certain charges on the goods before they could recover possession of the goods. These charges would not have been payable if the nationality of the vessel had remained English, as she would then have been subject to the jurisdiction of the English Consular Court, which would not have adjudged the payment of such expenses. The policy of insurance did not state that the vessel was English.

The underwriters denied their liability to pay for these expenses, first, on the ground that there was an implied warranty that the nationality of the vessel should not be changed; secondly, that the loss was not caused by the perils insured against. Both points were decided in favour of the owners of the goods. It was held that no warranty of nationality was to be implied, and that as the charges on the goods were caused by the wreck of the vessel the payment of such charges was a loss by perils of the sea, on the principle of *Bondrett v. Hentigg* (Holt, 149), where insured goods saved from a wreck, and afterwards plundered by natives, were held to be lost by perils of the sea.

The question as to the change of nationality has apparently not been before decided, and the case will therefore be an authority upon a point which might, under some circumstances, be of great importance.

The decision on the second question was based upon the ground that the loss caused to the owners of the goods was in fact occasioned directly by the wreck, and was, therefore, a loss by the perils of the sea, and this decision is arrived at quite independently of the question whether the judgment of the Russian Consular Court was right or wrong. The plaintiff could not, in fact, get his goods without paying for them, and he acted in so doing as a reasonable person might have been expected to act, and he was therefore held entitled to recover.

GENERAL CORRESPONDENCE.

WINE AND BEERHOUSE ACT, 1869.

Sir,—Your article in last Saturday's *Solicitors' Journal* respecting this Act, where you state "The worst evils of the present licensing system will be avoided by not leaving to the justices an absolute discretion to give or withhold a certificate. There are to be no inquiries as to the wants of the neighbourhood, the existence of other like houses, or any such matters. The licence is not to be refused except upon some one of the grounds specified in the Act," is hardly correct. By the 8th section of the above Act all the provisions of the 9 Geo. 4, c. 61, apply to applications for new beer licences to be consumed on the premises, the exceptions mentioned in the 8th section have reference only to licences *not* to be consumed on the premises, and the 79th section applies the exceptions to renewals also. In respect to applications for a certificate for a new beer licence to be consumed on the premises the magistrates have the power to grant or withhold the certificate, and to make all the usual inquiries as to the suitability of the premises, the wants of the neighbourhood, and other matters, and to exercise their discretion in the same manner and to the same effect as they have heretofore done for spirit licences in carrying out the provisions of the 9 Geo. 4. Will you be so good as to let me know in your next number whether you agree with the above reading of the Act.

WALTER PRICE.

Liverpool, Sept. 15.

[We fully agree with our correspondent's construction of the Act, and as our words may have tended to convey a contrary impression, we gladly publish his letter.—Ed. S. J.]

THE WORD "ESTATE."

Sir,—He who would master a science must begin by learning the meaning of its technical terms. But the beginner is generally contented to obtain (and it is difficult to see how he can at starting do more than obtain) a very general knowledge of the meaning of the terms peculiar to the science which he studies: accurate knowledge is the fruit of ripper study.

The law abounds with technical terms. One of the most important is the word "estate." I am not sure whether it is only very difficult or absolutely impossible to define it. But I am quite sure that it is impossible to frame any definition of it which is not extremely vague and indeterminate, and I am quite sure that there is not in the legal profession, from the Lord Chancellor downwards, a man who could frame even such a vague and indeterminate definition without cautiously consulting numerous authorities, and spending long and anxious thought in working out the result of them. When this

vague and indeterminate definition has been framed, the student must proceed to acquire a strict and accurate knowledge of the various senses in which the term estate is used. No light task. But a very essential task, for the mere definition will be as useless as a school-boy's map of England to a man who wants to steer his yacht from Greenwich to the Nere.

When all this has been accomplished, the student must deal in like manner with the many technical terms with which the law abounds.

These remarks, if well founded, will, with the aid of a little reflection, show conclusively that to master the science of the law is a work which requires a long life of unintermitting application.

If this be not self-evident a little thought will make it very plain. Let the student calculate as nearly as he can how many technical terms there are in the law. Let him then take a few of those terms and try to frame a definition of each of them. This done, let him attempt an accurate description of all the various senses in which each of the selected terms is used. Parenthetically, I may observe that the meaning which I here attribute to the word "description" is an amplification of the component parts of a definition. In framing a definition the student must aim at embracing every sense in which the word to be defined is used, while on the other hand he anxiously excludes every meaning of which it is not susceptible. Sometimes this will be impossible, and, if so, no definition, properly so called, can be framed. I may further remark that the logical, perhaps the necessary, course in each case will be first to ascertain in how many and in what senses each particular term is employed, and then to frame the definition. I have already stated that I do not know whether it is possible to frame a definition of the term "estate." I have never tried, but I intend to try, and, with your permission, Mr. Editor, to give the result of my attempt in your next number. Meanwhile, I invite all students of the law who take the *SOLICITORS' JOURNAL* (in whichever branch of the profession they may intend to enrol themselves) to engage in the same attempt, and I trust that you, sir, will kindly allow some at least of their efforts to appear in your columns.

A BARRISTER.

APPOINTMENTS.

Mr. W. T. SANDFORD has been elected Clerk to the Board of Guardians of the Thakeham Union, in the Storrington district, Sussex, in the room of the late Mr. A. Mant, solicitor, deceased. Mr. Sandford has also been appointed to succeed Mr. Mant as Superintendent of Births, Deaths, and Marriages for the Storrington district.

Mr. HENRY INGLIS, Writer to the Signet in Scotland (of the firm of H. & A. Inglis, W.S., Queen-street, Edinburgh), has been appointed Solicitor in Scotland for the office of her Majesty's Woods, Forests, and Land Revenues, in succession to Mr. A. Murray, W.S., deceased.

OBITUARY.

MR. R. R. A. HAWKINS.

The death of Mr. Robert Ralph A. Hawkins, Barrister-at-Law, of Lincoln's-inn, took place on the 15th September, at his residence in Montagu-place, Bryanston-square, in the fifty-fifth year of his age. Mr. Hawkins was the youngest son of Dr. A. M. Hawkins, of Gaer House, Newport, Monmouthshire, and was educated at Trinity College, Cambridge, where he graduated B.A., in 1837. He was called to the Bar at Lincoln's-inn in November, 1841, and practised as an equity draughtsman and conveyancer.

MR. G. A. MACPHAIL.

Mr. George Alexander Macphail, solicitor, died on the 15th September, at Liverpool-road, Islington, after a long and painful illness, at the age of seventy-six years. Mr. Macphail took out his certificate as a solicitor in Easter Term, 1838, and for many years held the office of Superintendent Registrar of Births, Deaths, and Marriages for the Clerkenwell district. He formerly carried on business at Staple-inn, Holborn, but recently removed to Amwell-street, Clerkenwell.

MR. J. TIMM.

We have to record the death of Mr. Joseph Timm, formerly Solicitor of Inland Revenue in London, who expired at Lake Erne Hotel, Co. Fermanagh, Ireland on the 16th September. Mr. Timm was certificated as an attorney in Easter Term, 1819, and was for many years connected with the department of Stamps and Taxes at Somerset House. The deceased gentleman was the proprietor of Farnborough Grange, Hants.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Sept. 24, 1869.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 92½	Annuities, April, '85, 11 15-16
Ditto for Account, Oct. 6, 92½	Do. (Red Sea T.) Aug. 1904
3 per Cent. Reduced, 91½ x d	Ex Bills, £1000, — per Ct. 10 p m
New 3 per Cent., 91½ x d	Ditto, £500, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 240
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ Ct. Apr. '74, 211	Ind. Enf. Fr. 5 p C., Jan. '73 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 111
Ditto 5 per Cent., July, '80 114½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 100	Do. Do., 5 per Cent., Aug. '73 104
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000 30 p m
Ditto Enforced Ppr., 4 per Cent. 92½	Ditto, ditto, under £1000, 30 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	—
Stock	Caledonian	100	83
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	36½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	103
Stock	Do., A Stock *	100	100
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	53½ x d
Stock	Do., West Midland—Oxford	100	32
Stock	Do., do.—Newport	100	31
Stock	Lancashire and Yorkshire	100	124
Stock	London, Brighton, and South Coast	100	44½
Stock	London, Chatham, and Dover	100	16½
Stock	London and North-Western	100	111½
Stock	London and South-Western	100	90 d
Stock	Manchester, Sheffield, and Lincoln	100	53
Stock	Metropolitan	100	88
Stock	Midland	100	116½
Stock	Do., Birmingham and Derby	100	86 x d
Stock	North British	100	35
Stock	North London	100	120 x d
Stock	North Staffordshire	100	55 x d
Stock	South Devon	100	42 x d
Stock	South-Eastern	100	75½
Stock	Taff Vale	100	155

* A receives no dividend until 6 per cent. has been paid to E.

MONEY MARKET AND CITY INTELLIGENCE.

Consols, after remaining immovable for a fortnight, have finally receded a trifle in consequence of the dull Paris prices and the financial uncertainties telegraphed from New York. Foreign securities have this week moved steadily downward. To some extent the railway market appears to have sympathised: there has been, however, a marked demand for Metropolitan stock. The discount demand has experienced an increase. Good mortgage investments continue scarce.

Mr. John Lambert, an inspector of the Poor Law Department, has been named as the probable successor of the Right Hon. G. A. Hamilton, in the office of Permanent Secretary to the Treasury. Mr. Lambert, who is a Roman Catholic, was some years ago a solicitor in practice at Salisbury.

Mr. Rupert J. Kettle, judge of county court circuit No. 23, was presented at Middlesbrough, on the 21st September, by the members of the Board of Arbitration and Conciliation for the Manufactured Iron Trade, with an address and a despatch-box, in recognition of the services he rendered as arbitrator in the iron-trade disputes during the spring of the present year.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHURTON—On Sept. 18, at Hill Side, Boughton, Chester, the wife of William Henry Churton, Esq., Solicitor, of a daughter.

HEATON—On Sept. 18, at Brighton, the wife of George Heaton, Esq., M.A., Barrister-at-Law, of Lincoln's-inn, of a son.

MEADE-KING—On Sept. 19, at Brentry Lodge, near Bristol, the wife of Herbert Meade-King, of a son.

WALLINGER—On Sept. 17, the wife of J. N. A. Wallinger, of a daughter.

MARRIAGES.

CHARTRES—SWAN—On Sept. 18, at Jesmond Church, by the Rev. Berkeley Addison, William Chartres, of Newcastle-upon-Tyne, Solicitor, to Elizabeth Swan, the elder daughter of the late Mr. Henry Swan, of Bulman's villas, Gosforth. No cards.

LEATHES—WILLES—On Sept. 18, at St. Peter's Church, Petersham, Surrey, Leonard Stanger Leathes, Esq., of 3, Langham-place, to Rosalie Lawrence, youngest daughter of William Willes, Esq.

REMINGTON—STEWART—On Sept. 14, at St. Philip's Church, Liverpool, George Remington, Esq., Solicitor, of Ulverstone, to Mary Ann, youngest daughter of John Stewart, Esq., J.P., of 68, Mount Pleasant, Liverpool.

SNOW—BARBER—On Sept. 15, at Barston, Onslow Snow, Solicitor, of Birmingham, to Christian, youngest daughter of the late Edward Barber, Esq., of Barston Hall, Warwickshire.

DEATHS.

MACPHAIL—On Sept. 15, at his residence, 299, Liverpool-road, Islington, George Alexander Macphail, Esq., Solicitor, in his 76th year.

TIMM—On Sept. 16, at Lake Erne Hotel, county Fermanagh, Ireland, J. Timm, Esq., of Farnborough Grange, Hants, formerly Solicitor of Inland Revenue.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

TUESDAY, Sept. 21, 1869.

LIMITED IN CHANCERY.

British Columbia and Vancouver Island Spar, Lumber, and Saw Mill Company (Limited).—Vice-Chancellor James has, by an order dated Aug. 24, appointed Samuel Lovelock, 34, Coleman-st. and James Van Hornish Irwin, 10, Nottingham-place, to be official liquidators. Rochdale Theatre Company (Limited).—Petition for winding up, presented Aug. 31, directed to be heard before Vice-Chancellor James, at the Black Horse Inn, Goshall, Surrey, on Oct. 1. Pritchard & Englefield, Wellington-chambers, Doctors'-commons, for Grundy & Coulson, Manch, solicitors for the petitioners.

Friendly Societies Dissolved.

TUESDAY, Sept. 21, 1869.

Bury District Widow and Orphans Society, Bury, Lancashire. Sept 18. Grapes Young Union, Grapes Inn, Bieton Heath, Salop. Sept 15. True Britons Friendly Union, White Horse Inn, Beaufort Hill, Brecon. Sept 11. Woolwich District United Brothers, Steam Packet Tavern, Bell Water-gate, Woolwich, Kent. Sept 15.

Creditors under 22 & 23 Vict. cap. 35.

Last day of Claim.

FRIDAY, Sept. 17, 1869.

Ayliff, John, Broad Somerford, Wilts, Sergeant 15th Light Dragoons. Nov 1. Kinsler & Tombs, Swindon. Calvert, Robt, York, Publican. Dec 1. Dale, York. Calvert, Ann, York, Innkeeper. Dec 1. Dale, York. Eaton, Caroline, Lxbridge-rd, Shepherd's-bush. Oct 30. Wells, Nottingham. Giles, Edw, Clapham-common, Esq. Dec 16. Wilde & Co, College-hill. Gillard, John, Wyke Regis, Dorset, Gent. Oct 15. Drake, Exeter. Goodwin, Wm Joseph, Hampton Court, Esq. Nov 1. Riley, Moorgate-st. Harrison, Ellen, Pemberton, Lancashire, Widow. Nov 1. Taylor, Hodges, Alfred Leopold, Gt Ormond-st, Queen-sq, Bloomsbury, Gent. Nov 20. Robinson & Co, Charterhouse-sq. Jowett, Mary, Ashton-under-Lyne, Lancashire, Widow. Nov 10. Earle & Co, Manch. Macgarr, Douglas, Nottingham, Commercial Hotel Keeper. Oct 21. Heath, Nottingham. Marean, Abigail Juliana, Rancorn, Cheshire, Spinster. Sept 30. Woodcock, Runcorn. Marsh, Benj, Birm, Bronzist. Nov 1. Rowlands, Birm. Meinertzhagen, Danl, Moorgate-st, Merchant. Jan 1. Freshfields, Bank-bldgs. Stansfield, Wm, Cewcliffe, nr Huddersfield, York, Farmer. Nov 10. Moseley, Huddersfield. Thomas, Arthur, Cotton, Salop, Gent. Nov 2. Belyse, Andlem. Topping, Thos, Lpool, Licensed Victualler. Oct 17. Bremner, Lpool. Wood, Hy, Hastings, Gent. Oct 23. Wood, Nuneaton.

TUESDAY, Sept. 21, 1869.

Cheney, Ralph, Badger Hall, Salop, Esq. Oct 21. Newell, Wellington. Colman, Wm Joseph, Naburn Hall, York, Esq. Nov 15. Goss, York. Day, Wm, Fareham, Southampton, Ostler. Oct 9. Gobie, Fareham. Evernden, Sarah, Canterbury, Spinster. Nov 1. Callaway & Furlay, Canterbury. Frazer, Jas Stuart, Verandah House, Twickenham Park General. Dec 15. Rixon & Son, Cannon-st. Owsley, Wm Poyntz Mason, Blaston, Leicester, Gent. Nov 1. Fisher, King's-bench-walk, Temple. Pouncey, Arthur, Holles-st, Cavendish-sq, Private Hotel Keeper. Dec 31. Dawson & Co, Bedford-sq. Read, Chas, Clarendon, Wilts, Farmer. Oct 16. Wilson & Co, Salisbury. Royds, Susan Eliza, Brighton, Sussex. Nov 1. Garrard & James, Suffolk-st, Pall Mall East. Slack, Thos, Manch, Coach Proprietor. Nov 8. Bellhouse & Bond, Manch.

Deaths registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Sept. 17, 1869.

Alexander, Geo, Manch, Warehouseman. May 21. Comp. Reg Sept 16.
 Ashe, Waller, Piccadilly. Sept 8. Comp. Reg Sept 16.
 Bedford, Jas Hy, Euston-rd, Coach Builder. July 26. Comp. Reg Sept 13.
 Borgen, Adolph, New Bond-st, Merchant. Sept 4. Comp. Reg Sept 15.
 Bowker, Edw Jas, Kendal, Westmoreland, Draper. Aug 30. Asst. Reg Sept 16.
 Cameron, Jas, Conway, Carnarvon, Draper. Aug 18. Asst. Reg Sept 15.
 Coote, Jas, Gt Driffield, York, Innkeeper. Aug 26. Asst. Reg Sept 16.
 Dean, Fras, Macclesfield, Cheshire, Ginger Beer Manufacturer. Sept 9. Comp. Reg Sept 14.
 Eli, Thos Geo, Whitechapel-rd, Shopman. Sept 10. Comp. Reg Sept 16.
 Gardner, Wm Browning, Lillington, Warwick, Solicitor. Sept 4. Comp. Reg Sept 16.
 Harris, Joseph, Rhyducha, Merioneth, Mining Agent. Sept 2. Comp. Reg Sept 16.
 Hawthorn, Victor Harris, Tunstall, Stafford, Grocer. Aug 14. Asst. Reg Sept 15.
 Hayes, Wm, Tranmere, Cheshire, Marble Mason. Aug 19. Asst. Reg Sept 17.
 Henderson, Peter Lindsay, & Robt Anderson, Lpool, Merchants. Sept 13. Asst. Reg Sept 17.
 Homer, Wm, Birm, Ale Merchant. Aug 3. Comp. Reg Sept 15.
 Jones, Isaac, Tongwynlais, Glamorgan, Draper. Aug 18. Asst. Reg Sept 14.
 Jones, Geo, Cirencester, Gloucester, Surveyor. Aug 21. Asst. Reg Sept 14.
 Kearsley, Robt, Manch, Timber Merchant. Sept 10. Comp. Reg Sept 17.
 Lea, Hy, Overton, Flint, Chemist. Aug 27. Asst. Reg Sept 17.
 May, Thos Gray, Holbeach, Lincoln, Draper. Aug 13. Asst. Reg Sept 15.
 Metcalf, John, Upper North-st, Poplar, Pawnbroker. Sept 1. Comp. Reg Sept 15.
 Moore, Benj, Beverley, York, Dealer in China. Aug 12. Asst. Reg Sept 16.
 Morton, Richd, Acra Wharf, Bow, Cement Merchant. Aug 27. Asst. Reg Sept 16.
 Parker, Alexander Brodie, Newcastle-upon-Tyne, Commercial Traveler. Sept 3. Comp. Reg Sept 14.
 Parkinson, Wm, Sheffield, Pork Butcher. Aug 20. Asst. Reg Sept 16.
 Price, Thos Jones, Bedwas, Monmouth, Colliery Proprietor. July 13. Asst. Reg Sept 15.
 Seymour, Wm, Jermyn-st, Job Master. Aug 19. Comp. Reg Sept 17.
 Shore, Wm, Thos Kirk, & Jas Hy Hargreaves, Manch, Sharebrokers. Sept 1. Comp. Reg Sept 14.
 Sims, Geo, Sheffield, Publican. Aug 20. Asst. Reg Sept 16.
 Swaine, Anne, Sunderland, Durham, Wholesale Grocer. July 21. Asst. Reg Sept 14.
 Tanner, Hy Augustus, Kingswood Hill, Gloucester, Chemist. Aug 17. Comp. Reg Sept 17.
 Taylor, Eliz Nuttall, Wirksworth, Derby, Draper. Aug 11. Asst. Reg Sept 15.
 Taylor, Wm, Upper Higham, Kent, Market Gardener. Aug 30. Comp. Reg Sept 14.
 Waller, John Wm, Newbottle, Durham, Grocer. Aug 27. Asst. Reg Sept 14.
 Wainsley, Anthony, Blackpool, Lancashire, Contractor. Aug 23. Asst. Reg Sept 15.
 Wardrobe, Thos, Kingston-upon-Hull, Dyer. Aug 18. Comp. Reg Sept 15.
 Welch, John, & Saml Hibbard, Oldham, Lancashire, Cotton Spinners. Aug 23. Asst. Reg Sept 15.
 Welland, Jas, Dawlish, Devon, Licensed Victualler. Aug 20. Asst. Reg Sept 14.
 Welshman, Thos Sealy, Hammersmith, Publican. Aug 19. Comp. Reg Sept 15.
 Willmott, Joseph, Midford-pl, Tottenham Court-rd, Saw Mill Proprietor. Sept 13. Comp. Reg Sept 17.
 Wright, Geo Jas, Southampton-st, Fitzroy-sq, Upholsterer. Sept 8. Comp. Reg Sept 13.
 Wullemer, Danl, Percy-st, Bedford-sq, Watch Manufacturer. Sept 18. Comp. Reg Sept 17.

TUESDAY, Sept. 21, 1869.

Arnold, Andrew, Church-st, Camberwell, Draper. Aug 26. Comp. Reg Sept 18.
 Ayres, Thos, Kingston-on-Thames, Surrey, Corn Merchant. Aug 14. Comp. Reg Sept 11.
 Bainbridge, Jas, jun, Trimdon Colliery, Durham, Grocer. Aug 17. Comp. Reg Sept 18.
 Billings, Jas, Ashdon in Mackerfield, Lancashire, Manufacturer. Aug 20. Asst. Reg Sept 17.
 Bowles, Jas, Sheffield, Blacksmith. Aug 20. Asst. Reg Sept 20.
 Brooks, Jas, Elton, Lancashire, Cotton Dealer. Aug 13. Comp. Reg Sept 20.
 Burn, Hy, Hexham, Northumberland, Rope Maker. Aug 10. Asst. Reg Sept 20.
 Burton, Georgiana, Ealing, out of business. Aug 17. Comp. Reg Sept 20.
 Collier, Robt Wm, Leamington Priors, Warwick, Draper. Aug 24. Comp. Reg Sept 17.
 Cooper, Thos, Hounslow, Middlesex, Brewer. July 27. Comp. Reg Sept 20.
 Cornes, Geo, Newport, Monmouth, Draper. Aug 24. Asst. Reg Sept 20.
 Fowell, John Digby, Leeds, Accountant. Aug 25. Asst. Reg Sept 17.
 French, Saml Jas, Axminster, Somerset, Draper. Aug 17. Asst. Reg Sept 17.
 Gray, Wm, Ripon, Whitesmith. Sept 4. Asst. Reg Sept 18.

Hayward, John, Bishopsgate-st Within, Silversmith. Aug 25. Comp. Reg Sept 17.
 Hayward, Wm Hy, Morice Town, Devonport, Chemist. Aug 30. Asst. Reg Sept 20.
 Knott, John, Trimdon Grange, Durham, Joiner. Aug 23. Comp. Reg Sept 18.
 Levinstein, Hugo, Adam-st, Adelphi, Comm Merchant. Sept 11. Comp. Reg Sept 17.
 Liddell, Ann, Newcastle-upon-Tyne, General Cooper. Aug 31. Comp. Reg Sept 18.
 Lloyd, Wm, Everton, nr Lpool, Grocer. Aug 25. Asst. Reg Sept 20.
 Macdonald, Chas, Mincing-lane, Cotton Broker. Sept 7. Inspector-ship. Reg Sept 17.
 Nash, Matthew, Birm, Fishmonger. Aug 27. Comp. Reg Sept 18.
 Pain, Thos John Brooks, High-st, Camden Town, Butcher. Aug 23. Asst. Reg Sept 20.
 Parkinson, Robt, & Thos Parkinson, Bury, Lancashire, Cotton Spinners. July 29. Asst. Reg Sept 17.
 Puntis, Josiah, Southsea, Hants, Decorator. Sept 14. Asst. Reg Sept 20.
 Rawsthorne, Wm, Bolton, Lancashire, Agent. Aug 26. Comp. Reg Sept 21.
 Rose, Wm Hy, Rayleigh, Essex, Brewer. July 2. Asst. Reg Sept 17.
 Senior, Amos, Huddersfield, York, Yarn Spinner. Aug 24. Asst. Reg Sept 21.
 Shaw, Jas, Arthur's Greenfield, Saddleworth, York, Woollen Manufacturer. Sept 2. Asst. Reg Sept 18.
 Shickel, John, Bath, Grocer. Aug 24. Asst. Reg Sept 18.
 Smith John Fras, & Hy Ernest Fry, Fenchurch-st, Ship Brokers. Sept 7. Asst. Reg Sept 18.
 Stag, Thos, & John Stag, High-st, St John's-wood, Corn Dealers. Sept 9. Comp. Reg Sept 17.
 Stone, Alfd Rowe, Bristol, Grocer. Aug 21. Comp. Reg Sept 12.
 Watkinson, Hy, Bradford, York, Worsted Spinner. Aug 18. Asst. Reg Sept 17.
 Whittaker, Jas, Over Darwen, Lancashire, Joiner. Aug 21. Comp. Reg Sept 21.
 Wilson, Stephen, & Geo Chas Campbell, Oxford-st, Woollen Drapers. Aug 10. Asst. Reg Sept 20.

Bankrupts.

FRIDAY, Sept. 17, 1869.

To Surrender in London.

Ablitt, Chas John, Gt Yarmouth, Norfolk, Licensed Victualler. Pet Sept 15. Oct 5 at 12. Linklaters & Hackwood, Walbrook.
 Abraham, Valentine Jas, Prisoner for Debt, London. Pet Sept 13 (for paup). Pepps. Sept 29 at 11. Hicks, Coleman-st.
 Ashdown, John, Stanley-st, Pimlico, Architect. Pet Sept 15. Roche. Oct 5 at 12. Greville, St Swithin's-lane, King William-st.
 Bedford, Jas Hy, Prisoner for Debt, London. Adj Aug 19. Oct 5 at 1.
 Boyle, Jas Alexander, Clock-house-tavern, Clapham, Licensed Victualler. Pet Sept 13. Pepps. Sept 29 at 11. Hewitt, Nicholas-lane.
 Brookhouse, Joseph, Old Kent-rd, Licensed Victualler. Pet Sept 10. Pepps. Sept 28 at 12. Greig & Co, Verulam-bldgs, Gray's-inn.
 Burlinson, Harrison, Ramsgate, Kent, Publican. Pet Sept 15. Pepps. Oct 5 at 12. Peard, Serle-st, Lincoln's-inn.
 Carter, Robt Brudenell, Prisoner for Debt, London. Pet Sept 14 (for paup). Pepps. Sept 28 at 12. Marsden, Walbrook.
 Cook, Geo, Burgess-hill, Sussex, Carpenter. Pet Sept 14. Pepps. Sept 29 at 11. Smith & Co, Bread-st, Cheapside, for Lamb, Brighton.
 Cusden, Jas, Prisoner for Debt, London. Pet Sept 14 (for paup). Pepps. Sept 29 at 1. Weekes, Portsmouth-st, Lincoln's-inn.
 Edwards, Herbert Forester, Prisoner for Debt, London. Pet Sept 11 (for paup). Pepps. Sept 28 at 1. Laurence, Lincoln's-inn-fields.
 Evans, John, Slough, Bucks, Painter. Pet Sept 14. Pepps. Sept 29 at 11. Cooke, Gresham-bldgs.
 Feldman, Simon Ferdinand, Hackney-rd, Boot Manufacturer. Pet Sept 6. Oct 5 at 1. Sole & Co, Aldermanbury.
 Guy, Wm, Farnborough, Kent, out of business. Pet Sept 14. Pepps. Sept 29 at 12. Bartlett, Chandos-st, West Strand.
 Hall, Wm, Willes-rd, Kenilworth-build, Builder. Pet Aug 19. Oct 5 at 1. Lawrence & Co, Old Jewry-chambers.
 Hutley, Wm, Prisoner for Debt, London. Pet Sept 14 (for paup). Pepps. Sept 29 at 1. Watson, Basinghall-st.
 Linford, Wm, Park-pl, East End Finchley, Carpenter. Pet Sept 15. Pepps. Oct 5 at 12. Merriman & Co, Queen-st.
 Lunn, John, Wentworth-st, Whitechapel, Sawyer. Pet Sept 10. Pepps. Sept 28 at 12. Taylor & Co, South-st, Finsbury-sq.
 Marks, John, Grosvenor-row, Pimlico, Hat Manufacturer. Pet Sept 13. Pepps. Sept 29 at 11. Lewis & Co, Ely-pl, Holborn.
 Martin, Geo, East-rd, City-rd, Clothier. Pet Sept 15. Pepps. Sept 29 at 12. Hobbins, North-bldgs, Finsbury.
 McDougall, Archibald, Lacey-st, Addington-rd, Bow, Master Mariner. Pet Sept 15. Pepps. Sept 29 at 1. Moore, Mark-lane.
 Phillips, Saml Elkins, Francis-ter, Hackney, out of business. Pet Sept 14. Pepps. Oct 5 at 12. Drake, Basinghall-st.
 Plewa, Matthew, Twickenham, Gent. Pet Sept 14. Pepps. Sept 29 at 1. Harrison, Basinghall-st.
 Salmon, John, Wood-st, Cheapside, Licensed Victualler. Pet Sept 11. Pepps. Sept 28 at 1. Payne, Bedford-row.
 Shaw, Edwd Chas Jas, Boreham-wood, Hertford, Surgeon. Pet Sept 14. Pepps. Sept 29 at 12. Hambrey, Staples-inn.
 Smith, Dougal, New Kent-rd, Window Blind Maker. Pet Sept 13. Pepps. Sept 29 at 11. Collett, Bloomsbury-sq.
 Smythers, Alfred, Eden-grove, Holloway, Law Stationer. Pet Sept 14. Pepps. Sept 29 at 1. Noon & Co, Bloomfield-st.
 Stone, Addis, Claverton-st, Pimlico, Mercantile Clerk. Pet Sept 11. Pepps. Sept 28 at 1. Haggerty, Gt George-st.
 Swain, Jas, Anerley-st, Calvert-rd, Battersea-pk, Journeyman Baker. Pet Sept 14. Pepps. Sept 29 at 12. Motley, Trinity-st, Southwark.
 Taylor, John, Leatherhead, Surrey, out of business. Pet Sept 14. Pepps. Sept 29 at 1. Hooper, Clifford-st.
 Webb, Geo, Prisoner for Debt, London. Pet Sept 13 (for paup). Pepps. Sept 29 at 12. Jones, New-inn, Strand.
 Young, Jas Wm, Portland-ter, St John's-wood, out of business. Pet Sept 13. Sept 29 at 12. Grayson, Hunter-st.

To Surrender in the Country.

Aldridge, Joseph, Tipton, Stafford, Gent. Pet Sept 13. Walker, Dudley, Sept 30 at 12. Adams, Walsall.
 Albarn, Robt, Lincoln, Licensed Victualler. Pet Sept 13. Uppley, Lincoln, Sept 28 at 12. Rex, Lincoln.
 Bignell, Wm, Belper, Derby, Innkeeper. Pet Sept 13. Tudor, Birm, Sept 28 at 11. Moody, Derby; James & Griffin, Birm.
 Boehm, Edw Ferdinand, Manch, Importer of Mouldings. Pet Sept 14. Fardell, Manch, Sept 29 at 12. Storer, Manch.
 Bradbury, Thos, Coventry, out of business. Pet Sept 13. Kirby, Coventry, Sept 28 at 3. Griffin, Leamington.
 Buckley, Edmund, Gorton, Lancashire, Brewer. Pet Sept 15. Macrae, Manch, Oct 1 at 11. Potter & Knight, Manch.
 Callan, Fredk, Lpool, Cotton Dealer. Pet Sept 14. Hlme, Lpool, Sept 28 at 3. Hindle, Lpool.
 Cheetham, Jas, Manch, Merchant, & Septimus Cheetham, Tonge, Cotton Spinner. Pet Sept 14. Macrae, Manch, Oct 1 at 11. Potter & Knight, Manch.
 Clay, Jas, Nottingham, Dyer. Pet Sept 13. Patchitt, Nottingham, Oct 6 at 10.30. Cranch, Nottingham.
 Cliffe, John, Knottingley, York, Ship Builder. Pet Sept 14. Leeds, Sept 27 at 11. Jefferson, Pontefract; Tempest, Leeds.
 Cockrill, John, New Bilton, Warwick, Journeyman Sawyer. Pet Sept 14. Hubbard, Rugby, Sept 28 at 11. Homer, Coventry.
 Conliffe, David, Whitehaven, Cumberland, Schoolmaster. Pet Sept 15. Were, Whitehaven, Sept 29 at 12. McKelvie, Whitehaven.
 Cropper, Benj, Rochdale, Lancashire, out of business. Pet Sept 13. Jackson, Rochdale, Sept 30 at 10. Holland, Rochdale.
 Dalton, Wm, Faugh, Cumberland, Joiner. Pet Sept 13. Lee, Brampton, Sept 28 at 4. Ostell, Carlisle.
 Davies, John, Princes-end, Stafford, Sheet Iron Shearer. Pet Sept 13. Walker, Dudley, Sept 30 at 12. Stokes, Dudley.
 Day, Nathaniel Hy, Balsall-heath, Worcester, General Dealer. Pet Sept 10. Tudor, Birm, Oct 1 at 12. Beale & Co and Brown, Birm.
 Eldridge, Hy, Westbromwich, Stafford, Schoolmaster. Pet Sept 11. Watson, Oldbury, Sept 28 at 10. Travis, Westbromwich.
 Entwistle, Israel, Prisoner for Debt, Lancaster. Adj Aug 14. Bolton, Blackburn, Sept 30 at 11. Saward, Blackburn.
 Field, Richd, Wverhampton, Stafford, Auctioneer. Pet Sept 15. Tudor, Birm, Oct 1 at 12. Burton, Birm.
 Garraway, Edw, Broadwell, Gloucester, out of business. Pet Sept 13. Anderson, Stow, Sept 28 at 10. Brookes, Stow-on-the-Wold.
 Hall, Geo, Billingsborough, Lincoln, Grocer. Pet Sept 13. Bell, Bourn, Oct 5 at 11. Daw, Stamford.
 Hall, Wm, Newton-heath, nr Manch, Brass Moulder. Pet Sept 13. Fardell, Manch, Sept 29 at 11. Heath & Sons, Manch.
 Jenner, Joseph Geo, Reading, Berks, out of business. Pet Sept 14. Collins, Reading, Oct 9 at 11. Rising, Reading.
 Jones, Richd, Garthmasen back, Merioneth, Surveyor. Pet Sept 14. Walker, Dolgelly, Sept 27 at 11. Williams, Dolgelly.
 Knight, John, Nuneaton, Warwick, Cabinet Maker. Pet Sept 15. Tudor, Birm, Oct 1 at 12. Reece & Harris, Birm.
 Kuner, Leopold, Sheerness, Watch Maker. Pet Sept 11. Wates, Sheerness, Sept 28 at 10. Copland, Sheerness.
 Livesy, Alfred, Rochdale, Lancashire, Grocer. Pet Sept 14. Fardell, Manch, Sept 28 at 12. Standring, Rochdale.
 Marston, Robt, & Benj Garthwaite, Leicester, Dyers. Pet Sept 15. Tudor, Birm, Sept 28 at 11. Hodgson & Son, Birm.
 Martin, Alfred, Newport, Monmouth, Baker. Pet Sept 15. Wilde, Bristol, Sept 29 at 11. Lloyd, Newport; Abbot & Leonard, Bristol.
 Mitchinson, Geo, Gateshead, Chemist. Pet Sept 13. Ingledew, Gateshead, Sept 28 at 11. Woolston, Gateshead.
 Morris, Wm, Dudley, Worcester, out of business. Pet Sept 13. Walker, Dudley, Sept 30 at 12. Stokes, Dudley.
 Pattison, Edw, Stockton, Durham, Provision Dealer. Pet Sept 13. Crosby, Stockton-on-Tees, Sept 29 at 11. Dodds & Trotter, Stockton.
 Reason, Gilbert, Kirtor, Lincoln, Potato Merchant. Pet Sept 14. Tudor, Birm, Sept 28 at 11. Bean, Boston; Ashwell, Nottingham.
 Rogers, Nathaniel, Church Coppnall, Cheshire, Baker's Assistant. Pet Sept 13. Lpool, Oct 1 at 11. Salt, Tunstall.
 Shipley, Francis Edw, Leicester, Soda Water Manufacturer. Pet Sept 15. Ingram, Leicester, Oct 2 at 10. Petty, Leicester.
 Snodgrass, Wm, Lpool Cabinet Maker. Pet Sept 7. Lpool, Sept 28 at 11. Samuel, Lpool.
 Spence, Thos, Bradford, York, Flour Dealer. Pet Sept 15. Leeds, Oct 4 at 11. Wood & Ullick, Bradford; Simpson, Leeds.
 Topham, Herbert, Derby, Coal Merchant. Pet Sept 14. Tudor, Birm, Sept 28 at 11. Gamble, Derby.
 Venner, Thos, Crediton, Devon, Baker. Pet Sept 13. Sparkes, Crediton, Sept 30 at 11. Flood, Exeter.
 Walker, Obadiah, Sheffield, Book-keeper. Pet Sept 13. Wake, Sheffield, Oct 7 at 1. Broomhead & Wightman.
 Wallis, John Gray, Lewsbury, York, Carpet Manufacturer. Pet Sept 6. Leeds, Sept 27 at 11. Tennant & Rayner, Dewsbury; Bond & Barwick, Leeds.
 Watkinson, Jas, Southport, out of business. Pet Sept 13. Lpool, Sept 28 at 12. Snowball & Copeman, Lpool, for Parr & Sadler, Southport.
 Webster, Thos, Rawmarsh, York, Publican. Pet Sept 13. Newnam, Rotherham, Oct 11 at 1. Marsh & Edwards, Rotherham.
 Williston, John Sylvester, Lpool, Ship Chandler. Pet Sept 8. Lpool, Sept 27 at 11. Elby, Lpool.
 Wilson, John Wm, Stockton-upon-Tees, Durham, Painter. Pet Sept 15. Gibson, Newcastle-upon-Tyne, Sept 27 at 12. Clemmet, Stockton-upon-Tees.

TUESDAY, Sept. 21, 1869.

To Surrender in London.

Batty, John, Brompton-rd, Knightsbridge, Comm Agent. Pet Sept 14. Pepps, Oct 5 at 11. Harrison, Basinghall-st.
 Burrows, Thos, Prisoner for Debt, London. Pet Sept 15 (for pau). Pepps, Oct 5 at 1. Watson, Basinghall-st.
 Cannon, Arthur, Canterbury, Kent, Corn Dealer. Pet Sept 17. Pepps, Oct 6 at 12. Downing, Basinghall-st.
 Cock, John, Gt Cambridge-st, Hackney-rd, Butcher. Pet Sept 15. Roche, Oct 7 at 11. Waring, Bond-st, Walbrook.
 Cole, Hy, & John Cole, George-st, Bromley, Licensed Victuallers. Pet Sept 10. Pepps, Oct 7 at 11. Linklaters & Co, Walbrook.

Edwards, John, John-st, Edgware-rd, Watchmaker. Pet Sept 14. Pepps, Oct 6 at 11. Gray, Arundel-st, Strand.
 Fox, Thos Hy, Prisoner for Debt, London. Pet Sept 17. Pepps, Oct 7 at 11. Dobie, Gresham-st.
 Gillett, Robt, Myatt's-rd, Camberwell, Milkman. Pet Sept 14. Pepps, Oct 5 at 1. Rigby, Gresham-st.
 Harrison, Geo, Redbourn, Herts, out of business. Pet Sept 17. Pepps, Oct 6 at 11. Edwards, Bush-lane, Cannon-st.
 Henbest, Geo, Waterloo-pl, Shepherd's-bush, out of business. Pet Sept 11. Pepps, Oct 6 at 12. Godfrey, Hutton-garden.
 Johnson, John, Prisoner for Debt, London. Pet Sept 16 (for pau). Pepps, Oct 6 at 11. Laurence, Lincoln's-inn-fields.
 Madden, Wm, Prisoner for Debt, London. Pet Sept 16 (for pau). Pepps, Oct 6 at 11. Laurence, Lincoln's-inn-fields.
 May, Thos, Merrick-rd, Battersea, out of business. Pet Sept 18. Pepps, Oct 6 at 1. Jones, East Temple-chambers, Whitefriars.
 Sayer, Thos, Church-st, Greenwich, Corn Dealer. Pet Sept 17. Pepps, Oct 6 at 1. Aldridge, Mark-lane.
 Spencer, Jas, Noel-st, Islington, Watch Maker's Assistant. Pet Sept 17. Pepps, Oct 6 at 12. Parry, Guildhall-chambers.
 Strong, Chas, Prisoner for Debt, London. Pet Sept 17 (for pau). Pepps, Oct 6 at 1. Laurence, Lincoln's-inn-fields.
 Thompson, Stanford Frank, Charlotte-st, Fimlico, no business. Pet Sept 16. Pepps, Oct 5 at 1. Lewis & Lewis, Ely-pl, Holborn.
 Woolston, Eliza, Walton-on-the-Naze, Essex, Dealer in Toys. Pet Sept 20. Pepps, Oct 7 at 11. Jones, Colechester.
 Wright, Jas, Gladstone-st, York-rd, Battersea, Labourer. Pet Sept 17. Pepps, Oct 6 at 12. Mayo, Kennington-pl-rd, Newington.
 Walker, Robt Cox, Salisbury-crescent, Walworth, Ship Owner. Pet Sept 15. Pepps, Oct 5 at 12. Nash, Bevis-ct, Basinghall-st.
 Ward, Wm Augustus, Prisoner for Debt, London. Pet Sept 16 (for pau). Pepps, Oct 6 at 11. Gray, Arundel-street, Strand.

To surrender in the Country.

Barker, John, Loughborough, Leicester, Builder. Pet Sept 18. Brock, Loughborough, Oct 6 at 11. Goode, Loughborough.
 Bilton, Joseph, Nafferton, York, out of business. Pet Sept 13. Tonge, Gt Driffield, Oct 21 at 11. Allen, Gt Driffield.
 Blomer, Richd, Leominster, Hereford, Painter. Pet Sept 16. Tudor, Birm, Oct 8 at 12. Rowlands, Birm.
 Brownlow, John, Jun, Prisoner for Debt, Lincoln. Adj Aug 11. Fox, Thorne, Oct 6 at 3.
 Brownlow, Thos, Prisoner for Debt, Lincoln. Adj Aug 11. Fox, Thorne, Oct 6 at 3.
 Brownlow, Wm, Prisoner for Debt, Lincoln. Adj Aug 11. Fox, Thorne, Oct 6 at 3.
 Bowring, Walter, Birm, Labourer. Pet Sept 14. Walsall, Oct 7 at 11. Duignan & Co, Walsall.
 Brown, Jas, Prisoner for Debt, Morpeth. Adj Sept 13. Thompson, Wooler, Oct 4 at 11. Weatherhead, Berwick-upon-Tweed.
 Codd, Philip, South Brent, Devon, Butcher. Pet Sept 10. Exeter, Oct 1 at 12. Edmunds, Tonnes; Flood, Exeter.
 Cornue, John Tippett, Redruth, Cornwall, Travelling Draper. Pet Sept 11. Exeter, Oct 1 at 12. Downing, Redruth; Pitts, Exeter.
 Ella, Edmund, Loughborough, Leicester, Hairdresser. Pet Sept 18. Brock, Loughborough, Oct 6 at 11. Goode, Loughborough.
 Fleming, John, Newcastle-upon-Tyne, Attorney's Clerk. Pet Sept 13. Clayton, Newcastle-upon-Tyne, Oct 2 at 10. Johnson, Newcastle-upon-Tyne.
 Floodell, Joseph, Bungay St Mary, Suffolk, out of business. Pet Sept 17. Fiske, Beccles, Oct 4 at 12. Sparrow, Norwich.
 Forbes, Robt, Prisoner for Debt, Bristol. Pet Sept 18. Wilde, Bristol, Oct 2 at 11. Benson & Elleston, Bristol.
 Fritchie, Arthur Legassick, Derby, Timber Broker. Pet Sept 18. Tudor, Birm, Oct 5 at 14. Heath, Derby.
 Gazzard, Joseph, Prisoner for Debt, Stafford. Adj Sept 13. Tudor, Birm, Oct 5 at 12. James & Griffin, Birm.
 Herdy, Wm, Grantham, Lincoln, Cord Wainer. Pet Sept 16. Thompson, Grantham, Oct 1 at 11. Mallin, Grantham.
 Harrison, Thos, Prisoner for Debt, Lancaster. Adj Sept 15. Hime, Lpool, Oct 5 at 3.
 Heales, Edw, Jas, New Brompton, Kent, Shipwright. Pet Sept 11. Acworth, Rochester, Oct 1 at 2. Stephenson, Chatham.
 Hollander, Jacob, Lpool, Watchmaker. Pet Sept 16. Hime, Lpool, Oct 4 at 3. Kitson, Lpool.
 Jones, Robt, Pantliwyd, Merioneth, Quarryman. Pet Sept 16. Jones, Portmadoc, Oct 5 at 11. Williams, Dolgelly.
 Pascoe, Wm, Prisoner for Debt, Taunton. Adj Sept 11. Lovibond, Bridgewater, Oct 6 at 10.
 Pearce, Alfred, Plymouth, Devon, Ale Merchant. Pet Sept 17. Pearce, Stonehouse, Oct 6 at 11. Edmunds, Plymouth.
 Penn, Wm, Llanelli, Brecon, Painter. Pet Sept 17. Davies, Crickehowell, Oct 8 at 10. Jones, Abergavenny.
 Proctor, Sarah, Salford, out of business. Pet Sept 15. Kay, Manch, Oct 6 at 9.30. Ambler, Manch.
 Roberts, Wm, Penmaen mawr, Carnarvon, Licensed Victualler. Pet Sept 10. Hughes, Conway, Oct 4 at 12. Jones, Conway.
 Seaton, Thos, Doncaster, York, Beerhouse Keeper. Pet Sept 17. Shirley, Doncaster, Oct 6 at 12. Woodhead, Doncaster.
 Snape, Mary Ann, Blackburn, Lancashire, out of business. Pet Sept 15 (for pau). Dunn, Lancaster, Oct 1 at 12.
 Solis, Chas, Wigginton, Stafford, Gardener. Pet Aug 31. Shaw, Tamworth, Sept 28 at 11. Eaden, Birm.
 Webb, Wm, Calne, Wilts, out of business. Pet Sept 17. Rogers, Calne, Oct 1 at 12. Rawlings, Melksham.
 Win, Marcus Vin, Lpool, Fruiterer. Pet Sept 13. Lpool, Oct 5 at 11. Blackhurst, Lpool.
 Wood, Wm, Prisoner for Debt, Taunton. Adj Sept 11. Wilde, Bristol, Oct 1 at 11.
 Wood, Saml, Waverlee, nr Lpool, no business. Pet Sept 16. Lpool, Oct 4 at 11. Evans & Lockett, Lpool.

BANKRUPTCIES ANNULLED.

FRIDAY, Sept. 17, 1869.

Coltson, John, Hill-st, Peckham, Comm Agent. Sept 16.

TUESDAY, Sept. 21, 1869.

Moore, Robt Bendle, Birkenhead, Cheshire, Attorney-at-law. Sept 13.

